

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s): Foamex Innovations Operating Company Rose Tree Corporate Center II 1400 N. Providence Road, Suite 2000 Media, PA 19063 <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other: _____ Citizenship (see guidelines) <u>Delaware</u> Execution Date(s) <u>June 12, 2009</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>Wachovia Bank, National Association</u> Internal Address: _____ Street Address: <u>133 Avenue of the Americas</u> City: <u>New York</u> State: <u>NY</u> Country: <u>USA</u> Zip: <u>10036</u> <input checked="" type="checkbox"/> Association Citizenship <u>USA</u> <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other <input type="checkbox"/> Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____			
4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) See Attached Exhibit A B. Trademark Registration No.(s) See Attached Exhibit A Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)			
5. Name address of party to whom correspondence concerning document should be mailed: Name: <u>Susan O'Brien</u> Internal Address: <u>UCC Direct Services</u> Street Address: <u>187 Wolf Road, Suite 101</u> City: <u>Albany</u> State: <u>NY</u> Zip: <u>12205</u> Phone Number: <u>800-342-3676</u> Fax Number: <u>800-862-7049</u> Email Address: <u>cls-udal@alany@wolterskluwer.com</u>		6. Total number of applications and registrations involved: <u>126</u> 7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ <u>3,165.00</u> <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed 8. Payment Information: a. Credit Card Last 4 Numbers <u>5683</u> Expiration Date <u>11/09</u> b. Deposit Account Number _____ Authorized User Name: _____	
9. Signature: <u>[Signature]</u> _____ Mercedes Farinas Name of Person Signing		Date <u>6/23/09</u> Total number of pages including cover sheet, attachments, and document. <u>83</u>	

Documents to be recorded (including cover sheet) should be filed to (703) 306-8895, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$2815.00 72409633

EXHIBIT A
to the Trademark Collateral Assignment and Security Agreement
dated June 13, 2009

ACQUILL	00124-00362	United States of America	Registered	72/409933	9-Dec-71	959,603	29-May-73	17	Hydrophilic cellular polyurethane material, cl. 17
ACQUILL	00124-00366	Canada	Registered	366478	13-Jul-73	198,605	11-Apr-74	17	Hydrophilic cellular polyurethane material, cl. 17
ACQUILL		United States of America	Reviewed	72/409,833	9-Dec-71	959,603	29-May-73	17	Request release of security interest from Bank of America
ADDING COMFORT TO EVERY STEP	00124-008367M	United States of America	Registered	76/196,207	18-Jan-01	2,584,866	25-Jun-02	27	polyurethane foams in sheet, block and bun form for use in insulating
ALPHAFONIC		United States of America	Registered	76/103831	21-Jan-02	282,617	30-Mar-06	17	cellular polyurethane material, cl. 17
ALSTHETIC WR		Mexico	Close to Expiration		18-Nov-98	598,017	25-Jun-99	17	polyurethane foam for the incorporation in the audio speakers installed in vehicles.
ANATOMIC SLEEP SUPPORT SURFACE		United States of America	Registered	75/088,495	15-Apr-96	2,177,233	28-Jul-98	20 & 24	mattresses, cl. 20
ANATOMIC SLEEP SUPPORT SURFACE TECHNOLOGY		United States of America	Registered	78/134492	10-Jun-02	277,625	7-Oct-03	20	mattresses, cl. 20
ANATOMIC SLEEP SUPPORT SURFACE TECHNOLOGY		United States of America	Registered	78/134492	10-Jun-02	277,625	7-Oct-03	24	mattresses, cl. 24
AQUAZONE	00124-00157	United States of America	Registered	73/271956	9-Apr-97	2158,721	19-May-98	17	covers, cl. 24
ARRESTO	00124-008551M	United States of America	Registered	76/103883	21-Jan-02	270,417	22-Apr-03	17	fluid absorbent cellular polymer materials, namely, polyurethane foams, to be incorporated into sponges, drops, wipes, and absorbents, cl. 17
									polyurethane foams for industrial use, cl. 17

BARHELING DESIGN									
RECALIBRE SLEEP ISAPORTANT	00124-00994	United States of America	Registered	76052462	19-May-08	2,517,302	11-Jun-02	20 &	Request release of security interest from Bank of America
BLACK DIAMOND	00124-00965	United States of America	Registered	76250432	15-May-03	2936966	29-Mar-05	20	mattresses, mattress toppers, pillows, cl. 20
BLACK DIAMOND	00124-00965	United States of America	Registered	764717876	21-Aug-95	2059944	6-May-97	27	Carpet cushion, cl. 27
BODY ZONE	00124-00505	United States of America	Renewed	74717378	21-Aug-93	2,059,944	06-May-97	27	Request release of security interest from Bank of America
BODY ZONE	00124-01203	United States of America	Registered	76246485	14-Feb-92	1794019	5-Oct-93	20	sleep related products, namely, foam mattress pads, cl. 20
BODY ZONE	00124-01203	United States of America	Published	77438623	3-Apr-06			10	foamrest for medical purposes; lumbar support cushions for medical purposes; physical rehabilitation floor mats and exercise mats for medical purposes, cl. 10
BODY ZONE	00124-01203	United States of America	Published	77438623	3-Apr-06			27	foam mats, cl. 27
BODY ZONE	00124-01213	United States of America	Published	77513157	2-Jul-08			10	medical mattresses, medical mattress overlays, medical stretch surfaces, orthopedic supports, surgical positioners used to position body parts during surgery; medical pillow, head suspension hoods for medical purposes, cl. 10
BODY ZONE	00124-01211	United States of America	Published	77513157	2-Jul-08			12	wheel chair cushions, cl. 12
BODY ZONE	00124-01000	United States of America	Registered	78250881	16-May-03	2902439	9-Nov-04	20	sleep related products, namely, mattresses and pillows, cl. 20
CELL DESIGN	00124-00968	Canada	Registered	366568	17-Jul-73	199503	21-Jun-74	17	Cellular polyurethane material, cl. 17
CELLULI EX	00124-00841	United States of America	Registered	78718738	1-Apr-02	2768259	23-Sep-03	17	polyurethane foam for use in fabricating sponges, scrubbers and mop heads, Cl. 17
CELLULI EX	00124-00841	United States of America	Registered	78722579	10-Jul-03	2979009	26-Jul-05	21	sponges, scrubbers, and mop heads, cl.

CHAMBER TECHNOLOGY (and design)	01003	United States of America	Registered	75/523,902	23-Jun-99	2,354,399	06-Jun-00	40	21	Request release of security interest from Bank of America
CLEARPIPE	00124-00307	United States of America	Registered	76/042,817	18-May-01	1,581,740	18-Jun-02	21		cushions and pads, namely, pillows, seat cushions, back cushions and bed wedges, cl. 20
COMFORT CLINIC	00124-00307	United States of America	Registered	76/381,561	20-Apr-95	1,841,861	28-Jun-94	20		seat cushions, back cushions and bed wedges, cl. 20
COMFORT CLINIC	00124-00307	United States of America	Registered	74/381,561	20-Apr-93	1,841,861	28-Jun-94	24		mattress pads, cl. 24
COMFORT CLINIC	00124-00312	Canada	Registered	73/283	18-Oct-93	1,044,896,336	10-Feb-98	20		cushions and pads, namely, mattress pads, pillows, seat cushions, back cushions and bed wedges, cl. 20
COMFORT SLEEPER	00124-00320	United States of America	Registered	74/523,103	16-May-94	1,906,671	20-Jun-95	20		for sleep related products, namely, foam pillows, neck cradles, contoured foam mattresses pads, back rests and bed wedges in cl. 20
COMFORT SLEEPER	00124-00322	Canada	Registered	75/897	8-Jul-94	1,044,470,620	6-Feb-97	20		for sleep related products, namely, foam pillows, neck cradles, contoured foam mattresses pads, back rests and bed wedges, cl. 20
COMFORT SLEEPER	00124-01005	United States of America	Registered	78/272,461	10-Jul-03	2,958,218	31-May-05	20		sleep related products, namely, mattresses and futons, cl. 20
COMFORT SLEEPER and Design	00124-01005	United States of America	Registered	73/537,971	16-May-85	1,371,327	19-Nov-85	20		
COMFORTWARE	00124-00079	Mexico	Registered	73/800,938	16-Sep-98	4,677,24	29-Jul-94	27		
COMFORTWARE & DESIGN	00124-00079	United States of America	Registered	75/800,938	16-Sep-98	2,410,408	03-Dec-00	40		
CUSTOMFIT	00124-00079	United States of America	Registered	74/433,271	14-Oct-93	1,926,641	17-Oct-95	17		Request release of security interest from Bank of America
DREAM CONCEPTS	00124-	United States of America	Registered	78/420,125	17-May-04	2,993,384	6-Sep-05	20		thermoformable, flexible, semi-rigid and rigid cellular material, namely, polyurethane foam, used in the further manufacture of structural supports and decorative, namely headlifers, head visors and door panels, cl. 17

DREAM CONCEPTS	01071	United States of America	Registered	73677359	10-Aug-87	1,516,407	13-Dec-88	20 &	Request release of security interest from Bank of America.
DREAM REST	00124-01399	United States of America	Published	776373991	17-Jan-05			24	mattresses; mattress cushions; mattress toppers; pillows; sleeping bags; cl. 20
DREAM REST	00124-01199	United States of America	Published	776373991	17-Jan-08			24	aluminum bed frame; bed pads; bed sheets; bed blankets; blanket throws; contoured mattress covers; covers; quilts; pillow cases; pillow covers; pillow shams; cl. 24
DRU-EAST	00124-00373	United States of America	Registered	737643136	9-Feb-87	1455545	8-Sep-87	20	Pillow, cushions, mattresses and liner cushions for truck beds and vans; cl. 12
DRIVE SOFTLY		United States of America	Registered	781724395	25-Feb-02	2745290	29-Jul-03	12	electrically conductive polyurethane foams sold in block, bar or slab form for further fabrication into cushions, gas or fluid filters, or packaging for electronic components for piloting; cl. 17
ELECTRELL	00124-01084	United States of America	Registered	78502217	19-Oct-04	3028433	11-Dec-05	17	polyethylene foam in block, bar or sheet form for use as a component of rollers for photocopiers and facsimile machines; cl. 17
ELECTROCELL	00124-01350	United States of America	Registered	78976778	19-Jul-04	3133393	11-Jul-06	17	polyurethane foam sold in sheets, blocks, bars, rolls and/or tubes for incorporation into furniture cushions, pillows, mattresses, mattress toppers, mattress covers and mattress pads; cl. 17
ENERGIA	00124-01176	United States of America	Registered	78976468	2-Feb-06	3280981	14-Aug-07	17	polyurethane foam sold in sheets, blocks, bars, rolls and/or tubes for incorporation into furniture cushions, pillows, mattresses, mattress toppers, mattress covers and mattress pads; cl. 17
ENERGIA	00124-01147	United States of America	Registered	787805193	2-Feb-06	3403982	26-Aug-08	20	mattresses, mattress toppers, pillows cl. 20

ENERGIA	00124-01147	United States of America	Registered	73/805193	2-Feb-06	3493982	26-Aug-08	24	mattress covers, mattress pads, cl. 24
ENVIRO CURE	00124-00489	United States of America	Registered	74/112687	5-Nov-90	1832201	19-Apr-94	17	for flexible polyurethane foam in block and cylindrical log forms for use in furniture seating, bedding, packaging, automotive seating and trim, shoe industry and all other current uses of flexible polyurethane foam, cl. 17.
EVA-DRI	00124-80785	United States of America	Registered	73/692299	30-Jul-84	1360538	17-Sep-85	17	Polyurethane foam in the form of sheets and blocks for use in the industrial art, cl. 17.
EVA-DRI	00124-01207	United States of America	Renewed	73/692299	30-Jul-84	1,360,538	17-Sep-85	17	Request release of security interests from Bank of America
FOAMEX	00124-01207	Canada	Registered	419,568	12-Mar-78	TMA233,276	25-May-79	9	
FOAMEX	00124-01207	Thailand	Pending	696391	26-May-08			17	
FOAMEX	00124-00717	Canada	Registered	3103173	12-May-01	TMA2587200	14-Aug-05	17	conditioning or stuffing materials, cl. 22
FOAMEX	00124-00470	Thailand	Registered	87000998	8-Jan-98	846124	1-Apr-99	27	W/AREES:
FOAMEX	00124-00337	Indonesia	Registered	D97-12623	26-Jun-97	414194	6-Apr-98	17	(1) Polyurethane foams sold in sheet, block and bag form for use to air filters, ink jet printers, sponges, lubricating pads, ink pads, wipers, paint brushes, rollers, electronic equipment, fuel cells, packaging cushions for orthopedic so
FOAMEX	00124-00337(6)	Korea, Republic of	Registered	56-20307	14-Apr-97	406818	20-Jun-98	18	shoe insole pads, carpets, door carpets, mats bath mats, cl. 27.
FOAMEX	00124-00124	Mexico	Cancelled	0014202	10-Jun-94	467614	25-Jul-94	17	Dishes, sponges, polyurethane foams for use in bags, cl. 18
				187365					Polyurethane foams for various uses

FOAMTEX	00124-00357	Japan	Registered	9-3-68	29-Jan-97	4304493	30-Jul-99	17	(classified, cl. 17) Rubber, sponges made of polyurethane foams and other plastic semi-products, soundproof materials except for building materials, cl. 17
FOAMTEX	00124-00043	Canada	Registered	680401	24-Apr-91	402057	11-Sep-92	27	(1) Cushions for seats, backs and arms of furniture, upholstery padding, mattresses, pillows, filling and stuffing materials for upholstered furniture, seat cushions, seat back cushions and arm rests for airplanes, automobiles, boats and other vessels Polyurethane foams for use in air filters, sponges, lubricating pads, ink pads, wipers, paint brushes, rollers, cushions for orthopedic bed goods, athletic pads, floor mats and pads, pads for sound deadening body panels, seat cushions, seat back cushions, cushions for seats, backs and arms of furniture, upholstery padding, mattresses, pillows, and sponge rubber and rubber substitutes used as filling and stuffing materials for upholstered furniture, cl. 1
FOAMTEX	00124-00388	Venezuela	Registered	91-004456	11-Apr-94	P225257	14-Feb-97	17	sponges, wipers, clean room wipes, paint brushes and rollers, cl. 21
FOAMTEX	00124-00043N	Canada	Registered				12-Mar-16	01	Polyurethane foams (semi-finished products), sponges (filling materials), laminating plastic or rubber pads, foam gaskets or seals, huffing and explosion-suppressing foam for fuel tanks (semi-finished products).
FOAMTEX	00124-00471	Taiwan	Registered	87000099	8-Jan-98	836107	16-Jan-99	21	
FOAMTEX	00124-01190	China (People's Republic)	Registered	6394399	22-Nov-07	6394399	20-Nov-08	17	

acoustical foams for noise absorption, pk									
FOAMEX	00124-00337(6)	Korea, Republic of	Registered	50-2007-0012344	31-Jul-07	406818	29-Jun-98	21	Dabbering sponges; polystyrene foams for use in traps;
FOAMEX	00124-00337	Singapore	Registered	8785797	23-Jul-97	197682855		17	
FOAMEX	00124-00337	Taiwan	Registered	86001498	11-Jan-97	809928	16-Jul-98	17	for polystyrene foams for use in air filter, lubricating pads to be used to deliver lubricating oil or grease to a mechanical parts; ink pads; powder puffs; cushions used by physicians and physical therapists to exert pressure in healing property; a
FOAMEX	00124-00337	Malaysia	Registered	9615667	28-Dec-96	96015667	24-Apr-98	17	
FOAMEX	00124-00337	China (Peoples Republic)	Registered	970030987	8-Apr-97	1244020	7-Feb-99	17	Polystyrene foams for use in air filters; pads for sound-deadening body panels; bedding and explosion-suppressing foams for fire tanks; acoustical foams for noise absorption; el. 17
FOAMEX & Design	00124-00636	United States of America	Registered	757748197	6-Jul-99	2364439	4-Jul-00	40	manufacturing to the specification and order of others in the field of cellular polymers, namely polystyrene foams for industrial, residential and medical uses; el. 40
FOAMEX & Design	00124-00680	United States of America	Registered	76063083	5-Jul-00	2611514	27-Aug-02	17	polystyrene foams for use in the manufacture of mattress pads; el. 17
		United States of America	Registered	784683197	16-Aug-04	31027702	13-Dec-05	20 & 28	Request release of security interest from Bank of America

FOAMEX & DESIGN (class 17)	00124-00035	United States of America	Registered	75/741982	1-Jul-99	233347	21-Mar-00	17	Polyurethane foams sold in sheet, block and bun form for general manufacturing use, cl. 17
FOAMEX & Design	00124-00046	Malaysia	Registered	99012432	22-Jun-99	99012432	21-Feb-08	17	polyurethane foams, namely for use in air filters, sponges, justrouting pads, ink pads, rollers, paint brushes, rollers, cushions for orthopedic soft goods, athletic pads, carpet cushions, floor mats and pads, mattresses and mattress sound absorbing material
FOAMEX & Design	00124-00046	Malaysia	Pending	9912433	8-Dec-99			40	manufacturing to the specification and order of others in the field of cellular polymers, namely polyurethane foams for industrial, residential and medical use, cl. 40
FOAMEX (and Design)	00124-000794	Mexico	Registered		3-Aug-01	760065	23-Feb-03	27	Rubber pads, mats and pillows for domestic use in floors and vehicles.
FOAMEX (and Design)	00124-000794	Mexico	Registered	440140	3-Aug-00	679262	3-Aug-00	40	manufacture articles for specifications and others for others including polyurethane foams for industrial, residential and medical manufacture.
FOAMEX (and Design)	00124-006796	Mexico	Registered	440138	3-Aug-01	684283	3-Aug-00	20	manufacture of mattresses and pillows.
FOAMEX (and Design)	00124-006797	Mexico	Registered	440142	8-May-01	708433	8-May-01	17	polyurethane foams for the use of air filters, twigs, fumes, lubricant cushion plastic, foam protectors or seals, cushion for bin, cloth brushes, cushion for orthopedic purposes and cushion for sports, foam seals and acoustical foams for noise absorption, acoustical foams for car panels seats, cushion foams for airplanes, cars and boats.

FOAMEX (Chinese language)	00124-01192	China (Peoples R. Republic)	Registered	6394397	22-Nov-07	6394397	20-Nov-08	17	Polyurethane foams (semi-finished products), sponges (filling materials), lubricating plastic or rubber pads, foam gaskets or seals, baffling and explosion-suppressing foam for fluid tanks (semi-finished products), acoustical foams for noise absorption, etc.
FOAMEX (un stylized form & Design)	00124-01191	China (Peoples Republic)	Registered	6394398	22-Nov-07	6394398	20-Nov-08	17	Polyurethane foams (semi-finished products), sponges (filling materials), lubricating plastic or rubber pads, foam gaskets or seals, baffling and explosion-suppressing foams for fluid tanks (semi-finished products), acoustical foams for noise absorption, etc.
FOAMEX (Stylized) & Device	00124-00644	Singapore	Registered	179912983H	12-Nov-99	179912983H	22-Jul-99	17	Polyurethane foams sold mainly in shoes, shoes and bus form in international class 17
FOAMEX (Stylized) & Device	00124-00644a	Singapore	Registered	179912985D	12-Nov-99	179912985D	1-Jul-99	17	Polyurethane foams sold mainly in shoes, shoes and bus form in international class 17
FOAMEX (Stylized) & Device	00124-00644b	Singapore	Registered	179912984F	12-Nov-99	179912984F	6-Jul-99	40	Polyurethane foam sold in sheets, blocks, rolls and/or tubes for use in the manufacture of gaskets and helmets; polyurethane foams sold in sheets, blocks, buns, rolls and/or tubes for use in the manufacture of cushions, namely, seat cushions, seat back cushions, Request referee of priority interest from Bank of America
FOAMEX and design	00124-00631	United States of America	Registered	737747342	22-Jun-99	2538935	19-Feb-02	17	Polyurethane foam sold in sheets, blocks, rolls and/or tubes for use in the manufacture of gaskets and helmets; polyurethane foams sold in sheets, blocks, buns, rolls and/or tubes for use in the manufacture of cushions, namely, seat cushions, seat back cushions, Request referee of priority interest from Bank of America
FOAMEX CHILD CARE		United States of America	Registered	738117186	23-Oct-03	2,986,335	16-Aug-03	20 &	
FOAMEX in stylized form & design	00124-00642	China (Peoples Republic)	Registered	9900142088	26-Nov-99	1528645	28-Feb-01	28	

FOAMTEX in stylized form & design	00124-00642a	China (People's Republic)	Registered	980042089	26-Nov-99	1552050	14-Apr-01	17	
FOAMTEX in stylized form & design	00124-00642b	China (People's Republic)	Registered	9960142090	26-Nov-99	1495506	21-Dec-00	40	
FOAMTEX stylized (in class 17)	00124-00643	Indonesia	Registered	D99-22098	16-Dec-99	468749	16-Mar-01	17	Polyurethane foams, namely for use in air filters, sponges, lubricating pads, felt pads, wipers, paint brushes, rollers, cushions for orthopedic soft goods, athletic pads, carpet cushions, floor mats and pads, pads for social distancing body panels, mattresses
FOAMTEX stylized (in class 40)	00124-00643a	Indonesia	Registered	399/22703	16-Dec-99	468750	16-Mar-01	40	Manufacturing in the specification and order of others in the field of cellular polymers, namely polyurethane foams for industrial, residential and medical use, cl. 40
FOLD N GO	00124-01206	United States of America	Published	77443806	9-Apr-08	3581557	24-Feb-09	28	Petroleum extrusive mats, cl. 28
FNI	00124-01178	United States of America	Published	77486516	29-May-08			17	polyurethane foams sold in sheet, block, roll, and bun form for general manufacturing use; polyurethane foam sold in sheet, blocks, rolls and/or tubes for use in the manufacture of eggbeats and beaters; polyurethane foams sold in sheets, blocks, buns, net pillows, mattresses, mattress toppers, cl. 20
FNI	00124-01210	United States of America	Published	77492052	5-Jun-08			20	carpet cushion, cl. 27
GENERAL FELT INDUSTRIES	00124-01209	United States of America	Registered	73693235	2-Nov-87	1312844	15-Nov-88	27	Request release of security interest from Bank of America
GFI	00124-002417M	United States of America	Registered	73163187	22-Mar-78	1206771	31-Aug-82	27	unberthyneal, carpet and wall covering, cl. 27

KIDS CAN HANDLE IT!									
LUXURYBOND	00124-00638	United States of America	Registered	78/119,742	28-Oct-03	3,030,236	13-Dec-05	20 & 28	Request release of security interest from Bank of America
MATRDX	00124-01018	United States of America	Registered	75/100,015	8-May-96	2,063,085	20-May-97	27	carpet cushion, cl. 27
Miscellaneous Design (Figure Reelings)	00124-01018	United States of America	Registered	73/240,071	21-Nov-79	1,156,404	2-Jun-81	27	Request release of security interest from Bank of America
MULTI-ZONE	00124-00773	United States of America	Registered	78/260,939	12-Nov-03	2893639	12-Oct-04	20	deep related products, namely, mattresses, mattress toppers, pillows and pillows, cl. 20
PASSION	00124-00973	United States of America	Registered	78/120,159	08-Apr-02	2,704,732	08-Apr-03	20	Request release of security interest from Bank of America
PILLOWPLEX	00124-00773	United States of America	Registered	76/156,626	18-Jun-01	25,779,948	11-Jun-02	27	carpet cushion, cl. 27
PROTECTOR	00124-00175	United States of America	Registered	78/071,064	26-Jun-01	2,738,990	15-Jun-03	17	polyurethane forms used in the construction of pillows, mattresses, furniture cushions, furniture seats and furniture backs, cl. 17
PROTECTOR	00124-00253	United States of America	Registered	73/029,505	14-Aug-74	1,016,884	29-Jul-75	17	Cellular polyurethane material for use in the industrial arts sold in the form of blocks and rolled-up sheets, cl. 17
PYRELL	00124-00380	United States of America	Registered	42/065	17-May-78	239,204	18-Jan-80	17	Cellular polyurethane material for use in the industrial arts sold in the form of block and rolled-up sheets, cl. 17
PYRELL	00124-00367	Canada	Registered	72/577,943	4-Dec-70	69,289,907	15-Feb-72	17	Fire-resistant cellular polyurethane material, cl. 17
PYROCUSHION	00124-00373	United States of America	Registered	36/6480	13-Jul-73	1,986,888	11-Apr-74	17	Fire-resistant cellular polyurethane material, cl. 17
QUILTRIPLEX	00124-00699	United States of America	Registered	73/566,512	4-Nov-85	1,394,867	27-May-86	17	Cushioning, namely, fire-retardant polyurethane form material, cl. 17
		United States of America	Registered	76/102,090	2-Aug-00	2,539,702	19-Feb-02	17	polyurethane forms used in the construction of mattresses, mattress pads and mattress toppers, cl. 17

QTYLITE	00124-00704	United States of America	Registered	76157145	31-Oct-00	2/03/26	1-Apr-03	17	polyurethane foams sold in sheets, blocks, rolls and tubes for incorporation into acoustic seals, gaskets, insulation, cushions and isolation barriers, cl. 17
REFLEX	00124-00833	United States of America	Registered	76097514	10-Dec-01	2849196	1-Jun-04	17	polyurethane foams for incorporation into mattresses, cl. 17
REFLEX	00124-00833	United States of America	Registered	76097514	10-Dec-01	2849196	1-Jun-04	24	mattress pads and mattress toppers, cl. 24
REFLEX	00124-00126	United States of America	Registered	75020025	15-Nov-95	2129337	13-Jan-98	20	cellular polyester cushioning material used for furniture and seat cushions, cl. 20
REFLEX BOUNCE	00124-01011	United States of America	Registered	76310922	8-Oct-03	3051574	24-Jan-06	17	polyurethane foams used in the construction of furniture cushions, furniture seats, furniture backs, mattresses and mattress toppers, cl. 17
REFLEX CORN	00124-01062	United States of America	Registered	75085446	12-Jan-00	2508035	13-Nov-01	17	polyurethane foams used in the construction of furniture cushions and furniture seats, cl. 17
REFLEX FIL	00124-00655	United States of America	Registered	75069569	12-Jan-00	2592362	09-Jul-02	17	Request release of security interest from Bank of America
REFLEX HR	00124-00655	United States of America	Registered	75062716	21-Oct-99	2483403	28-Aug-01	20	cellular polyester cushioning material used for furniture and seat cushions, cl. 20
REFLEX MEMORY	00124-01023	United States of America	Registered	76350042	27-Jan-04	2974446	19-Jul-05	17	polyurethane foams used in the construction of furniture cushions, furniture seats, furniture backs, mattresses and mattress toppers, cl. 17
REFLEX MK	00124-00584	United States of America	Registered	75092786	20-Nov-98	2795083	16-Dec-03	20	cellular polyester cushioning material used for furniture and seat cushions, cl. 20
REFLEX NATURAL	00124-01186	United States of America	Registered	77091465	7-Feb-08	3495856	2-Sep-08	17	polyurethane foams used in construction of furniture, seat cushions, mattresses and mattress

REFLEX PLUS	00124-00091	United States of America	Registered	78/23/6723	11-Apr-93	2887806	21-Sep-04	17	polyurethane foams for incorporation into mattresses, cl. 17
REFLEX PLUS	00124-00987	United States of America	Registered	78/23/073	24-Mar-03	2883246	7-Sep-04	17	cellular polymer cushioning material used in fabrication of adult and juvenile furniture, of seat cushions, seat back cushions and arm rests, of seat cushions for boats, and of orthopedic and hospital mattresses, cushions and pillows, cl. 17
REFLEX WRAP	00124-00658	United States of America	Registered	75/92/0899	16-Feb-00	2505496	6-Nov-01	17	Polyurethane foams used in the construction of furniture cushions, furniture seats and furniture beds, cl. 17
RENEW	00124-00831	Canada	Registered	69/8/666	11-Jun-92	78/44/40431	17-Mar-95	20	foams for use in making pillow and furniture cushions, cl. 17
RESULTEX	00124-00124	United States of America	Registered	78/09/8228	15-Dec-01	2730770	24-Jun-03	17	foams for use in making pillow and furniture cushions, cl. 17
REST + SHINE	00124-01007	Canada	Registered	1184556	16-Jul-03	615917	28-Jul-04	17	foams for use in making pillow and furniture cushions, cl. 17
SCOTTBELT	00124-00713	United States of America	Pending	77/657548	27-Jan-09			20	pillows, mattresses, mattress toppers, cl. 20
		United States of America	Registered	76/221286	7-Mar-01	2934618	1-Feb-05	17	compressed reticulated polyurethane foam for use as a conduit for ink, for filtration applications, for acoustical applications, and for general industrial application, cl. 17
SENSUS	00124-01104	India	Pending	1336886	20-Dec-04			20	mattresses, mattress toppers and sleep pillows, cl. 20
SENSUS	00124-00716	United States of America	Registered	78/067443	5-Jun-01	2866728	24-Sep-02	17	polyurethane foams used in the construction of mattresses, furniture cushions, furniture seats and furniture beds, cl. 17

toppers, cl. 17

STATUS	00124-01104	India	Published	1306832	28-Dec-94		17	
SHAPING THINGS TO COME	00124-00173	United States of America	Registered	750178235	7-Oct-96	2091560	26-Aug-97	42
SIF	00124-00338	United States of America	Registered	730225902	13-Jul-79	1151039	14-Apr-81	17
SIF FELT	00324-00350	United States of America	Registered	74453250	26-Apr-90	1676775	25-Feb-92	17
SINGLE-CELL (Design)	00124-00364	United States of America	Registered	720302089	18-Jul-72	960172	19-Jun-73	17
SLEEP SOLUTIONS	00124-00390	United States of America	Registered	74620270	11-Jan-95	7226404	23-Feb-99	20
SLEEP SOLUTIONS	00124-00540	United States of America	Registered	746020270	11-Jan-95	2226404	23-Feb-99	24
SLEEP SOLUTIONS	00124-91004	United States of America	Registered	78272462	18-Jul-03	2924366	1-Feb-05	20
SMOOTHBOND	00124-00833	United States of America	Registered	78123184	30-Apr-02	2688809	18-Feb-03	17
SMIT	00124-00132	United States of America	Registered	744995548	1-Mar-94	2027420	31-Dec-96	24
SMIT	00124-01170	United States of America	Registered	77071316	26-Dec-06	3274092	7-Aug-07	17
SMIT	00124-00625	European Community	Registered	000150432	23-Apr-99	1150432	29-May-00	12
SMI	00124-00124	European Community	Registered	000150432	23-Apr-99	1150432	29-May-00	17

SMKT	00625								padding, cl. 17
	00124	European Community	Registered	001150432	23-Apr-99	1150432	29-May-00	20	foam furniture, cl. 20
	00625								
	00124	European Community	Registered	001150432	23-Apr-99	1150432	29-May-00	24	foam bedding, namely bed pads and bed linen, cl. 24
SMKT	00625								foam automobile cushions, cl. 17
	00124	European Community	Registered	001150432	23-Apr-99	1150432	29-May-00	25	foam packing material for shipping containers, cl. 17
SMKT	00625								foam furniture, cl. 20
	00124	European Community	Registered	001150432	23-Apr-99	1150432	29-May-00	27	foam bedding, namely bed pads and bed linen, cl. 24
	00625								foam linings for footwear, cl. 25
	00124	European Community	Registered	001150432	23-Apr-99	1150432	29-May-00	27	foam carpet padding, cl. 27
SOUND ASLEEP	00625								foam carpet padding, cl. 27
	00124	European Community	Registered	001150432	23-Apr-99	1150432	29-May-00	27	foam carpet padding, cl. 27
	00625								
	00124	European Community	Registered	001150432	23-Apr-99	1150432	29-May-00	27	foam carpet padding, cl. 27
SPECTROSEAL	00625								
	00124	European Community	Registered	001150432	23-Apr-99	1150432	29-May-00	27	Material for controlling and absorbing acoustical energy, e.g., cl. 17
	00625								pillows, mattresses, mattress toppers, cl. 20
	00124	European Community	Registered	001150432	23-Apr-99	1150432	29-May-00	27	polyurethane foams sold in sheets, blocks, rolls and tufts for use in the further manufacture of cellular polymer materials for incorporation into seats, cushions and isolation barriers, cl. 17
SPECTROSEAL	00625								
	00124	European Community	Registered	001150432	23-Apr-99	1150432	29-May-00	27	polyurethane foams sold in sheets, blocks, rolls and tufts for use in the further manufacture of cellular polymer materials for incorporation into seats, cushions and isolation barriers, cl. 17
	00625								
	00124	European Community	Registered	001150432	23-Apr-99	1150432	29-May-00	27	polyurethane foams used in packing and shipping cartons, cl. 17
SPECTRUM	00625								
	00124	European Community	Registered	001150432	23-Apr-99	1150432	29-May-00	27	polyurethane foams used in packing and shipping cartons, cl. 17
	00625								
	00124	European Community	Registered	001150432	23-Apr-99	1150432	29-May-00	27	polyurethane foams used in packing and shipping cartons, cl. 17

STEREOMOP									
SUPPORT SURFACES									
DESIGNED TO MATCH THE									
HUMAN ANATOMY									
SUB-BILL									
00124-01151	United States of America	Registered	77023087	17-Oct-06	3527993	4-Nov-08	17	Request release of security interest from Bank of America	21
THE FEELING IS ANATOMIC THE FEELING IS ANATOMIC	Canada	Pending	1,406,892	11-Aug-08					
	United States of America	Registered	78133358	07-Jun-02	2,700,535	25-Mar-03	20	Request release of security interest from Bank of America	
	United States of America	Registered	78134483	10-Jun-02	2753024	19-Aug-03	20	Polyurethane foam and polyurethane foam to form laminate for use in the manufacture of automotive seating and interiors, cl. 17	
	United States of America	Registered	73665470	19-Feb-07	1,499,564	9-Aug-08	17	mattress covers, namely pads and covers, cl. 24	
	United States of America	Registered	76120223	12-Sep-06	2,637,631	15-Oct-02	17	Request release of security interest from Bank of America	
ULTRASOLV	United States of America	Renewed	75362325	24-Sep-97	2,203,519	24-Nov-98	21	Request release of security interest from Wyeth Technologies, Inc.	
ULTRASOLV	United States of America	Renewed	74299225	28-Jul-92	1,806,523	16-Nov-93	21	Request release of security interest from Wyeth Technologies, Inc.	
VELVE	United States of America	Registered	73604343	10-Mar-75	1022689	14-Oct-75	17	Request release of security interest from Wyeth Technologies, Inc.	
VENUS	United States of America	Pending	78605179	2-Feb-06			17	open-cell flexible polyurethane foam material sold in the form of sheets and blocks for use in the industrial arts, cl. 17	
VENUS	United States of America	Pending	78605179	2-Feb-06			20	polyurethane foam sold in sheets, blocks, buns, rolls and/or tubes for incorporation into pillows, mattresses, mattress toppers, mattress covers and mattress pads, cl. 17	
VENUS	United States of America	Pending	78605179	2-Feb-06			24	mattresses, mattress toppers, pillows, cl. 20	
VP TECHNOLOGY	Canada	Registered	1,190,445	12-Sep-03	734673,984	03-Oct-06	20 & 24	mattress covers, mattress pads, cl. 24	
VP TECHNOLOGY	United States of America	Registered	78250442	15-Mar-03	2953677	24-May-05	20	mattresses, mattress toppers, pillows,	

GFI PLUS DESIGN									
	00124-00940	United States of America	Registered	73161702	10-Mar-78	1206770	31-Aug-82	27	moderately-stannely, foil carpet cushion, sponge rubber carpet cushion, rebond carpet cushion and jute urethane carpet cushion, carpeting-namely, grass indoor/outdoor carpet, and needlepunch indoor/outdoor carpet, which bonded and needlepunch wall cover
GOOD FOR YOU, GOOD FOR THE GLOBE.	00124-01113	United States of America	Registered	78059605	23-Mar-03	3195077	2-Jan-07	17	polyurethane foams for incorporation into mattresses, pillows and furniture cushions, cl. 17
GOOD FOR YOU, GOOD FOR THE GLOBE.	00124-01113	United States of America	Registered	78059605	23-Mar-05	3195077	2-Jan-07	20	mattresses, pillows, mattress toppers, furniture cushions, cl. 20
GREEN BLEND	00124-01237	United States of America	Pending	777706972	2-Apr-08			17	foams in sheet, block or thin form for general industrial use and for use in seating, tuff and interior polyurethane foams used in the construction of electrochemical devices, namely, batteries and fuel cells, cl. 17
HYCEL	00124-00780	United States of America	Registered	780884545	19-Sep-01	2972620	19-Jul-05	17	flexible polyurethane foam in sheets or bon form for general industrial use, cl. 17
HYFONIC 1	00124-00013	United States of America	Registered	737782430	23-Feb-89	1570959	12-Dec-89	17	flexible polyurethane foam in sheets or bon form for general industrial use, cl. 17
HYFONIC 1	00124-00353	Canada	Registered	474577	25-Aug-81	272499	8-Oct-82	17	flexible polyurethane foam, cl. 17
INSTANT KING	00124-00353	United States of America	Registered	78098410	26-Oct-01	2,783,141	11-Nov-03	20	Request release of security interest from Bank of America
INTELLIFORM	00124-01012	Canada	Registered	1,190,444	12-Sep-03	1764673,983	03-Oct-06	20 & 24	
INTELLIFORM	00124-01012	United States of America	Registered	78291641	25-Aug-03	2931937	8-Mar-05	20	mattresses, pillows, mattress toppers, cl. 20
K-9 KOUCH	00124-01012	United States of America	Reviewed	73492,299	30-Jul-84	1,360,538	17-Sep-85	17	Request release of security interest from Bank of America

WEB and design WESPEX	00995 00124- 01167	Canada United States of America	Registered Registered	166,508 77048496	17-Jul-73 21-Nov-06	TMA199903 3550875	21-Jun-74 23-Dec-08	17	chair, cl. 20
WITHOUT US, ITS JUST FOAM	00124- 01060	United States of America	Registered	78381310	10-Mar-04	3018648	22-Nov-05	17	polyurethane foams used in the construction of mattresses, furniture cushions, furniture seats and furniture pillows and mattress toppers cl. 20
WITHOUT US, ITS JUST FOAM	00124- 01060	United States of America	Registered	78381310	10-Mar-04	3018648	22-Nov-05	20	polyurethane foams used in the construction of mattresses, furniture cushions, furniture seats and furniture pillows and mattress toppers cl. 20

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement"), dated June 12, 2009, is by and between Foamex Innovations Operating Company, a Delaware corporation ("Debtor"), with its chief executive office at Rose Tree Corporate Center II, 1400 N. Providence Road, Suite 2000, Media, Pennsylvania 19063, and Wachovia Bank, National Association, a national banking association, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders and as otherwise provided therein (in such capacity, "Agent"), having an office at 1133 Avenue of the Americas New York, New York 10036.

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Agent and the parties to the Loan Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered or are about to enter into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Agent, Lenders, Debtor and certain subsidiaries and affiliates of Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other Loan Documents (as defined in the Loan Agreement); and

WHEREAS, in order to induce Agent and Lenders to enter into the Loan Agreement and the other Loan Documents and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Agent certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt performance, observance and payment in full of all of the Obligations, Debtor hereby grants to Agent (for itself and on behalf of the Secured Parties) a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications for registration, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any

other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks. Notwithstanding anything to the contrary contained in this Section 1, the Collateral shall not include any rights or interest in any contract, license or license agreement covering personal property of Debtor, so long as under the terms of such contract, license or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein to Agent, for itself and the benefit of the other Secured Parties, is prohibited and such prohibition has not been or is not waived or the consent of the other party to such contract, license or license agreement has not been or is not otherwise obtained; provided, that, the foregoing exclusion shall in no way be construed (i) to apply if any such prohibition is unenforceable under the Uniform Commercial Code or other applicable law or (ii) so as to limit, impair or otherwise affect Agent's unconditional continuing security interests in and liens upon any rights or interests of such Debtor in or to monies due or to become due under any such contract, license or license agreement.

2. Obligations Secured. The security interest, lien and other interests granted to Agent, for itself and the benefit of the other Secured Parties, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations.

3. Representations, Warranties and Covenants. Solely with respect to Collateral filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any political subdivision thereof, Debtor hereby represents, warrants and covenants with and to Agent the following (which representations, warranties and covenants shall continue until all Obligations shall have been paid in full or otherwise fully satisfied (other than indemnities and contingent Obligations which have not yet accrued)):

(a) To Debtor's knowledge, all of the existing Trademarks are valid and subsisting in full force and effect, and Debtor owns good and valid title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of registered Trademarks material to its business including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages,

assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) other Permitted Liens, and (iii) the licenses permitted under Section 3(c) below.

(b) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Agent, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Agent or any other Secured Party to any such action, except as such action is expressly permitted hereunder or in the Loan Agreement.

(c) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Agent to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed (if applicable) only by Agent or as otherwise determined by Agent. Debtor further authorizes Agent to have this Agreement or any other similar security agreement filed with the United States Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(d) As of the date hereof, to its knowledge Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, or any political subdivision thereof, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(e) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder during an Event of Default.

(f) Agent may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Agent to preserve, defend, protect, maintain, record or enforce the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Agent may add any amounts so expended to the Obligations and charge Debtor's account therefor or may demand immediate payment thereof.

(g) Debtor shall notify Agent within thirty (30) days of obtaining any patent with the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof or any political subdivision thereof. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States of America, any State thereof or any political subdivision thereof, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States of

America or any State thereof, or any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Agent, Debtor shall promptly execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Agent to evidence the security interest in and conditional assignment of such Trademark in favor of Agent.

(h) Except as expressly permitted by the Loan Agreement, Debtor has not abandoned any of the Trademarks material to its business and Debtor will not do any act, nor omit to do any act, whereby the Trademarks material to its business may become abandoned, invalidated, unenforceable, avoided, or avoidable.

(i) Debtor shall render any assistance, as Agent shall determine is reasonably necessary, to Agent in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks material to its business as Debtor's exclusive property and to protect Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(j) To Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademarks material to its business that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Agent, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Agent hereunder and (ii) there has been no judgment holding any of the Trademarks material to its business invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks material to its business presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Agent if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark material to its business. If requested by Agent, Debtor, at Debtor's expense, shall join with Agent in such action as Agent, in Agent's discretion, may deem necessary for the protection of Agent's interest in and to the Trademarks.

(k) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Agent and the other Secured Parties harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(l) Debtor shall promptly pay Agent for any and all reasonable expenditures made by Agent pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Agent may add any amounts so

expended to the Obligations and charge any Borrower's account therefor or may demand immediate payment thereof.

4. Events of Default. The occurrence or existence of any Event of Default under the Loan Agreement is referred to herein individually as an "Event of Default", and collectively as "Events of Default".

5. Rights and Remedies. At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Agent or any of the other Secured Parties, whether provided under this Agreement, the Loan Agreement, the other Loan Documents, applicable law or otherwise, Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder or under applicable law.

(a) Agent may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Agent may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Agent by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Agent may determine.

(b) Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, together with the goodwill of the business to which the Trademarks relate, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Agent shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, upon the occurrence and during the continuance of an Event of Default, Agent may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application for registration, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Agent and the other Secured Parties have no obligation to preserve rights to the Trademarks against any other parties.

(e) Agent shall apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the Obligations in such order and manner as set forth in the Loan Agreement. Debtor shall remain liable to Agent and any of the other Secured Parties for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Agent on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Agent or to Agent's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Agent or any other Secured Party to take any such action at any time. All of Agent's and the other Secured Parties' rights and remedies, whether provided under this Agreement, the other Loan Documents, applicable law, or otherwise, shall be cumulative and not exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently. No failure or delay on the part of Agent or any other Secured Party in exercising any of its options, powers or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

6. Jury Trial Waiver; Other Waivers and Consents; Governing Law.

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising hereunder, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Each of Debtor and Agent irrevocably consents and submits to the non-exclusive jurisdiction of the Supreme Court of New York County, New York and the United States District Court for the Southern District of New York, whichever Agent may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Agent shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Agent deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Agent's option, by service upon Debtor in any other manner provided under the rules of any such courts.

(d) DEBTOR AND AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND AGENT OR ANY OF THE OTHER SECURED PARTIES IN RESPECT OF THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Notwithstanding any other provision contained herein, Agent and the other Secured Parties shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Agent and such Secured Party, that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Agent or such of the other Secured Parties.

7. Miscellaneous.

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram, facsimile, transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next Business Day, one (1) Business Day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. Notices delivered through electronic communications shall be effective to the extent set forth in Section 7(b) below. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:	Rose Tree Corporate Center II 1400 N. Providence Road Suite 2000 Media, Pennsylvania 19063 Attention: Harold Earley Telephone No.: 610.744.2300 Telecopy No.: 610.744.2118
---------------	--

If to Agent:	Wachovia Bank, National Association 1133 Avenue of the Americas New York, New York 10033 Attention: Portfolio Manager Telephone No.: 212.840.2000 Telecopy No.: 212.545.4280
--------------	---

(b) Notices and other communications to Agent hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by Agent or as otherwise determined by Agent. Unless Agent otherwise requires, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided, that, if such notice or other communication is not given during the normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communications is available and identifying the website address therefor.

(c) Capitalized terms used herein and not defined herein shall have the meanings specified in the Loan Agreement.

(d) The provisions of Section 15.2 of the Loan Agreement shall apply hereto mutatis mutandis.

(e) This Agreement shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Agent and its successors and assigns.

(f) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(g) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of each of Debtor and Agent. Neither Agent nor any of the other Secured Parties shall, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their respective rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent would otherwise have on any future occasion, whether similar in kind or otherwise.

(h) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

FOAMEX INNOVATIONS OPERATING
COMPANY

By: Henry J. Early

Title: VP, CFO

WACHOVIA BANK, NATIONAL
ASSOCIATION, as Agent

By: _____

Title: _____

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

FOAMEX INNOVATIONS OPERATING
COMPANY

By: _____

Title: _____

WACHOVIA BANK, NATIONAL
ASSOCIATION, as Agent

By: Chandra M. Mante

Title: Director

[Signature Page to Trademark Security Agreement]

EXHIBIT B

**To the Trademark Collateral Assignment and Security Agreement
Dated June 12, 2009**

In-Licensed Trademarks

Bio Clinic Corporation (now assigned to Sunrise Medical HHG, Inc.)	Crain Industries, Inc. (now assigned to Foamex Innovations Operating Company)	18-October-1996	U. S. 2,194,554 U. S. 1,025,244	
--	---	-----------------	------------------------------------	--

Out-Licensed Trademarks

Foamex Innovations Operating Company	Future Foam Inc.	26-September-2007	U. S. 2,584,866 U. S. 2,059,944 U. S. 2,063,085 U. S. 2,402,718 U. S. 1,206,770 U. S. 1,206,771 U. S. 1,512,844	
--------------------------------------	------------------	-------------------	---	--

**EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

SPECIAL POWER OF ATTORNEY

STATE OF _____)

ss.: _____

COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that Foamex Innovations Operating Company, ("Debtor"), with its chief executive office at Rose Tree Corporate Center II, 1400 N. Providence Road, Suite 2000, Media, Pennsylvania 19063, hereby appoints and constitutes, severally, Wachovia Bank, National Association, as Agent ("Agent"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Agent, in its discretion, deems necessary or advisable for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing and during an Event of Default, assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Agent, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Agent (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as defined in the Loan Agreement referred to in the Security Agreement shall have been paid in full or otherwise fully satisfied (other than indemnities and contingent Obligations which have not yet accrued).

Dated: _____, 2009

FOAMEX INNOVATIONS OPERATING
COMPANY

By: _____

Title: _____

C-1

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ____ day of _____, 2009, before me personally came _____, to me known, who being duly sworn, did depose and say, that he/she is the _____ of Foamex Innovations Operating Company, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Notary Public

C-2